

ITTNER, TERRY LUTTRELL, THAI	§
NGUYEN, THEYEN HOANG, THOMAS	§
BOYD, TMCM VENTURES, LP, TODD	§
STONER, TOM PIRTLE, TULLIS	§
THOMAS, VINCENT GALEOTO,	§
WARREN G. KING, WASHINGTON HO,	§
WILLIAM MARSH RESCO I, LP, AND	§
JOANNA GOBER	§
	§
DEFENDANTS.	§

**UNOPPOSED MOTION FOR LEAVE TO
FILE ANSWERS AFTER DEADLINE**

Pursuant to Local Rule 9013:

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

Najmuddin Karimjee and Saifi, LLC (together, the "Karimjee Defendants") file this Unopposed Motion for Leave to File Answers after Deadline.

1. The Karimjee Defendants have not yet answered or appeared in this matter for reasons of excusable neglect. *See* FED. R. CIV. P. 6(b)(1)(B). Karimjee is an individual and also serves as the President and Director of Saifi, LLC. Karimjee is a layperson and has limited experience with litigation.

2. Trustees' Original Complaint names the Karimjee Defendants as parties to the adversary proceeding in a sea of forty-four (44) other defendants. The Original Complaint made no specific factual allegation against the Karimjee Defendants and did not connect the Karimjee Defendants to the causes of action asserted. As such, Karimjee was confused because the Original Complaint did not give fair notice of the essence of the claims brought against the Karimjee Defendants. The First Amended Complaint and the Second Amended Complaint did not give the Karimjee Defendants fair notice of the claims asserted against them, so the Karimjee Defendants again thought that Trustees made a mistake when they included the Karimjee Defendants in such amended pleadings. As a result of such confusion, the Karimjee Defendants did not engage counsel.

3. When it became clear to the Karimjee Defendants that Trustees were asserting claims against the Karimjee Defendants, they hired counsel. The Karimjee Defendants' motion for leave should be granted because Trustees will not be prejudiced, and importantly, Trustees do not oppose this motion. The Karimjee Defendants seek leave of this Court to file answers.¹

CONCLUSION

4. The Karimjee Defendants respectfully request leave of the Court to file answers after the deadline, and all other relief to which each is entitled.

¹ Attached as Exhibit A is a copy of the Answer of Najmuddin Karimjee and Saifi, L.L.C. to Trustees' Second Amended Complaint.

Respectfully submitted,

By: 

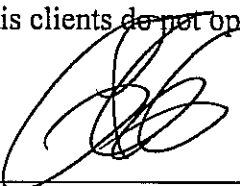
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CERTIFICATE OF CONFERENCE

This will certify that I have conferred with Jeremy R. Stone, counsel for Trustees, by telephone on August 30, 2011, and he stated that his clients do not oppose to this motion.


George R. Gibson

CERTIFICATE OF SERVICE

This is to certify that a true copy of the foregoing Unopposed Motion for Leave to File Answers after Deadline has been served by electronic submission (ECF) to those parties in the Court's system and served by U.S. First Class Mail to the parties not in the Court's ECF system on September 26, 2011.

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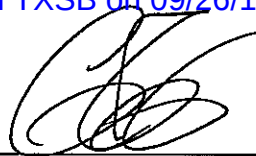
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George R. Gibson

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ITTNER, TERRY LUTTRELL, THAI §
NGUYEN, THEYEN HOANG, THOMAS §
BOYD, TMCM VENTURES, LP, TODD §
STONER, TOM PIRTLE, TULLIS §
THOMAS, VINCENT GALEOTO, §
WARREN G. KING, WASHINGTON HO, §
WILLIAM MARSH RESCO I, LP, AND §
JOANNA GOBER, §
§
DEFENDANTS. §

**ANSWER OF NAJMUDDIN KARIMJEE AND SAIFI, L.L.C. TO
TRUSTEES' SECOND AMENDED COMPLAINT**

Najmuddin Karimjee ("Karimjee") and Saifi, L.L.C. ("Saifi") file this Answer to Trustees' Second Amended Complaint. Paragraphs Nos. 1 through and including 191 of this answer correspond to the same paragraph numbers in Trustees' Second Amended Complaint.

I. PARTIES AND SERVICE

1. Karimjee and Saifi admit the allegation in this paragraph.
2. Karimjee and Saifi admit the allegation in this paragraph.
3. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.
4. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.
5. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.
6. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.
7. Karimjee and Saifi lack knowledge or information sufficient to form a belief about

the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

8. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

9. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

10. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

11. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

12. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

13. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

14. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

15. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

16. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

17. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

18. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

19. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

20. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

21. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

22. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

23. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

24. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

25. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

26. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

27. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

28. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

29. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

30. Karimjee and Saifi lack knowledge or information sufficient to form a belief about

the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

31. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

32. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

33. Karimjee admits the allegation in this paragraph. Saifi lacks knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

34. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

35. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

36. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

37. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

38. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

39. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

40. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

41. Saifi admits that it is a Texas limited liability company and can be served through

its registered agent at the address listed by the Trustees. Karimjee admits that Saifi is a Texas limited liability company and can be served through its registered agent at the address listed in the Second Amended Complaint. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of any other allegations in this paragraph; such allegations are therefore effectively denied.

42. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

43. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

44. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

45. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

46. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

47. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

48. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

49. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

50. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

51. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

52. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

53. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

54. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

55. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

56. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

57. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

58. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

59. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

II. JURISDICTION

60. Karimjee and Saifi admit that the Trustees have brought this adversary proceeding under the bankruptcy statutes cited, but deny that the claims arise under Title 11 and are claims arising in or related to a case under Title 11. Karimjee affirmatively pleads that the Court has no jurisdiction over the claims Trustees bring against Karimjee because Karimjee is not liable in the

capacity in which it he has been sued. Additionally, Karimjee and Saifi affirmatively plead that the Trustees have no standing to sue either Karimjee or Saifi because any injury in fact to the Debtors has not been caused by either Karimjee or Saifi.

61. Karimjee and Saifi lack knowledge or information sufficient to form a belief as to whether 11 U.S.C. § 1334(c) applies because they lack knowledge or information regarding the property of Juliet and Brown, if any. Such allegations are therefore effectively denied. Karimjee affirmatively pleads that the Court has no jurisdiction over the claims Trustees bring against Karimjee because Karimjee is not liable in the capacity in which it he has been sued. Additionally, Karimjee and Saifi affirmatively plead that the Trustees have no standing to sue either Karimjee or Saifi because any injury in fact to the Debtors has not been caused by either Karimjee or Saifi.

62. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied. Karimjee affirmatively pleads that the Court has no jurisdiction over the claims Trustees bring against Karimjee because Karimjee is not liable in the capacity in which it he has been sued. Additionally, Karimjee and Saifi affirmatively plead that the Trustees have no standing to sue either Karimjee or Saifi because any injury in fact to the Debtors has not been caused by either Karimjee or Saifi.

63. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied. Karimjee affirmatively pleads that the Court has no jurisdiction over the claims Trustees bring against Karimjee because Karimjee is not liable in the capacity in which it he has been sued. Additionally, Karimjee and Saifi affirmatively plead that the Trustees have no standing to sue either Karimjee or Saifi because any injury in fact to the Debtors has not been caused by either Karimjee

or Saifi.

III. VENUE

64. Subject to and without waiving any defenses or affirmative defenses, Karimjee and Saifi admit the allegations in this paragraph.

IV. PROCEDURAL BACKGROUND

65. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

66. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

67. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

68. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

69. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

70. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, including the footnote; such allegations are therefore effectively denied.

71. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

72. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

73. Karimjee and Saifi lack knowledge or information sufficient to form a belief about

the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

74. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

75. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

76. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

77. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

78. Karimjee and Saifi admit the allegations in this paragraph.

79. Karimjee and Saifi admit the allegations in this paragraph.

80. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

V. FACTS

81. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

A. Summary of Various Components of Debtors' Scheme

1. Builders

a. Counce Custom Homes

82. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

83. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

84. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

85. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

b. Rescon

86. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

87. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

2. Investors

88. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

89. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

90. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

91. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

3. Mortgage Lender

92. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

93. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

4. Debtors' Project Partnerships

94. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, including the footnote therein; such allegations are therefore effectively denied.

95. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

a. Guaranteed Return on Investment

96. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

97. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

98. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

b. Transfers to Defendant Investors

i. Consulting Fees

99. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

ii. Money Order, Cashier's Check, and "Loans"

100. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

101. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

102. Karimjee and Saifi lack knowledge or information sufficient to form a belief about

the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

c. Commingling of Assets

103. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

104. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

105. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

106. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

107. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

108. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

d. Investor "Buyouts"

109. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

110. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

5. Straw Buyers

111. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

112. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

113. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

114. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

115. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

116. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

6. Pinnacle Title Company

117. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

118. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

119. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

120. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

121. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

122. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

B. Summary of the Debtors' Scheme

123. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

124. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

125. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

126. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

127. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

128. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

129. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

130. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

131. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

132. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

133. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

134. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

135. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

136. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

137. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

138. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

139. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, including the footnote therein; such allegations are therefore effectively denied.

140. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

141. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

142. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

VI. CAUSES OF ACTION

143. This paragraph incorporates by reference other paragraphs and Trustees' Exhibit A. Karimjee and Saifi assert their responses to each of the incorporated paragraphs. Karimjee and Saifi deny the allegations in this paragraph. To the extent that Exhibit A contains averments, Karimjee

and Saifi lack knowledge or information sufficient to form a belief about the truth of such averments, if any, in Exhibit A, and such averments, if any, are therefore effectively denied.

A. Preferential Transfer under 11 U.S.C. § 547

144. This paragraph incorporates by reference other paragraphs. Karimjee and Saifi assert their responses to each of the incorporated paragraphs. Karimjee and Saifi deny the allegations in this paragraph.

145. Karimjee and Saifi plead that Paragraph 145 of the Second Amended Complaint contains legal argument and neither Karimjee nor Saifi are required to respond. To the extent that Paragraph 145 contains allegations, Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of such allegations, if any; such allegations, if any, are therefore effectively denied.

146. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

147. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

148. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

149. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

150. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

151. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

152. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

153. Karimjee and Saifi plead that Paragraph 153 of the Second Amended Complaint contains legal argument and neither Karimjee nor Saifi are required to respond. To the extent that Paragraph 153 contains allegations, Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of such allegations, if any; such allegations, if any, are therefore effectively denied.

154. Karimjee and Saifi plead that Paragraph 154 of the Second Amended Complaint contains legal argument and neither Karimjee nor Saifi are required to respond. To the extent that Paragraph 154 or the chart referred to contain allegations, Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of such allegations, if any; such allegations, if any, are therefore effectively denied.

B. Fraudulent Transfer under 11 U.S.C. § 548

155. This paragraph incorporates by reference other paragraphs. Karimjee and Saifi assert their responses to each of the incorporated paragraphs. Karimjee and Saifi deny the allegations in this paragraph.

156. Karimjee and Saifi plead that Paragraph 156 of the Second Amended Complaint contains legal argument and neither Karimjee nor Saifi are required to respond. To the extent that Paragraph 156 contains allegations, Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of such allegations, if any; such allegations, if any, are therefore effectively denied.

157. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

158. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

159. Karimjee and Saifi plead that Paragraph 159 of the Second Amended Complaint contains legal argument and neither Karimjee nor Saifi are required to respond. To the extent that Paragraph 159 contains allegations, Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of such allegations, if any; such allegations, if any, are therefore effectively denied.

C. Fraudulent Transfer under TEX. BUS. & COM. CODE § 24.005

160. This paragraph incorporates by reference other paragraphs. Karimjee and Saifi assert their responses to each of the incorporated paragraphs. Karimjee and Saifi deny the allegations in this paragraph.

161. Karimjee and Saifi plead that Paragraph 161 of the Second Amended Complaint contains legal argument and neither Karimjee nor Saifi are required to respond. To the extent that Paragraph 161 contains allegations, Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of such allegations, if any; such allegations, if any, are therefore effectively denied.

162. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph and in the chart referenced, if any; such allegations are therefore effectively denied.

163. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

164. Karimjee and Saifi plead that Paragraph 164 of the Second Amended Complaint contains legal argument and neither Karimjee nor Saifi are required to respond. To the extent that

Paragraph 164 contains allegations, Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of such allegations, if any; such allegations, if any, are therefore effectively denied.

D. Fraudulent Transfer under TEX. BUS. & COM. CODE § 24.006

165. This paragraph incorporates by reference other paragraphs. Karimjee and Saifi assert their responses to each of the incorporated paragraphs. Karimjee and Saifi deny the allegations in this paragraph.

166. Karimjee and Saifi plead that Paragraph 166 of the Second Amended Complaint contains legal argument and neither Karimjee nor Saifi are required to respond. To the extent that Paragraph 166 contains allegations, Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of such allegations, if any; such allegations, if any, are therefore effectively denied.

167. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

168. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

169. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

170. Karimjee and Saifi plead that Paragraph 170 of the Second Amended Complaint contains legal argument and neither Karimjee nor Saifi are required to respond. To the extent that Paragraph 170 contains allegations, Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of such allegations, if any; such allegations, if any, are therefore effectively denied.

E. Piercing the Corporate Veil / Alter Ego / Sham to Perpetrate a Fraud

171. This paragraph incorporates by reference other paragraphs. Karimjee and Saifi assert their responses to each of the incorporated paragraphs. Karimjee and Saifi deny the allegations in this paragraph.

172. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

173. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

174. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

175. Karimjee and Saifi plead that Paragraph 175 of the Second Amended Complaint contains legal argument and neither Karimjee nor Saifi are required to respond. To the extent that Paragraph 175 contains allegations, Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of such allegations, if any; such allegations, if any, are therefore effectively denied.

F. Fraud

i. Common Law Fraud

176. This paragraph incorporates by reference other paragraphs. Karimjee and Saifi assert their responses to each of the incorporated paragraphs. Karimjee and Saifi deny the allegations in this paragraph.

177. Karimjee and Saifi plead that Paragraph 177 of the Second Amended Complaint contains legal argument and neither Karimjee nor Saifi are required to respond. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this

paragraph; such allegations are therefore effectively denied.

ii. Statutory Fraud in a Real Estate Transaction

178. This paragraph incorporates by reference other paragraphs. Karimjee and Saifi assert their responses to each of the incorporated paragraphs. Karimjee and Saifi deny the allegations in this paragraph.

179. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

G. Constructive Fraud

180. This paragraph incorporates by reference other paragraphs. Karimjee and Saifi assert their responses to each of the incorporated paragraphs. Karimjee and Saifi deny the allegations in this paragraph.

181. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

182. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

H. Conversion / Misappropriation of Assets / Unjust Enrichment

183. This paragraph incorporates by reference other paragraphs. Karimjee and Saifi assert their responses to each of the incorporated paragraphs. Karimjee and Saifi deny the allegations in this paragraph.

184. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

185. Karimjee and Saifi lack knowledge or information sufficient to form a belief about

the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

186. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

I. Punitive Damages

187. This paragraph incorporates by reference other paragraphs. Karimjee and Saifi assert their responses to each of the incorporated paragraphs. Karimjee and Saifi deny the allegations in this paragraph.

188. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

189. Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph; such allegations are therefore effectively denied.

J. Attorneys' Fees and Costs

190. This paragraph incorporates by reference other paragraphs. Karimjee and Saifi assert their responses to each of the incorporated paragraphs. Karimjee and Saifi deny the allegations in this paragraph.

191. Karimjee and Saifi plead that Paragraph 191 of the Second Amended Complaint contains legal argument and neither Karimjee nor Saifi are required to respond. To the extent that Paragraph 191 contains allegations, Karimjee and Saifi lack knowledge or information sufficient to form a belief about the truth of such allegations, if any; such allegations, if any, are therefore effectively denied.

KARIMJEE'S AND SAIFI'S AFFIRMATIVE DEFENSES

192. Karimjee and Saifi assert the affirmative defense of proportionate responsibility and contribution. Debtors' own acts or omissions caused or contributed to their injury, not any action

or omission by Karimjee or Saifi.

193. Karimjee asserts the affirmative defense of capacity. Karimjee affirmatively pleads that the Court has no jurisdiction over the claims Trustees bring against Karimjee because Karimjee is not liable in the capacity in which it he has been sued.

194. Karimjee and Saifi affirmatively pleads that the Trustees have no standing to sue either Karimjee or Saifi because any injury in fact to the Debtors has not been caused by either Karimjee or Saifi.

195. Karimjee and Saifi affirmatively plead the defense of laches. Trustees have been unreasonably dilatory or negligent in pursuing their rights or claims, if any.

196. Karimjee and Saifi affirmatively plead the defense of release. Debtors have released Karimjee and Saifi of the claims Trustees now assert.

197. Karimjee and Saifi affirmatively plead the defense of *in pari delicto*. The conduct complained of, if any, was committed by the Debtors and their agents, representatives, and employees and with the cooperation of the management of Debtors.

198. Karimjee and Saifi affirmatively plead the defense of failure to mitigate damages. Debtors and Trustees failed to mitigate their damages.

199. Karimjee and Saifi affirmatively plead the defense of accord and satisfaction. Debtors, Karimjee, and Saifi specifically and intentionally agreed to discharge the obligation and such agreement was accompanied by declarations that the creditor was certain to understand.

200. Karimjee and Saifi affirmatively plead the defense of estoppel. Debtors, and, if applicable, Debtors' creditors, made representations regarding Debtors' financial condition. Karimjee and Saifi accepted such representations as true and relied upon such representations. Debtor gave assurances to Karimjee and Saifi regarding its business. Debtors are now precluded

from asserting certain claims against Karimjee and Saifi because Debtors previously consented to the alleged conduct that it now claims to be wrongful. For these reasons, Trustees and Debtors are now estopped from bringing claims based on that same alleged conduct or inaction.

201. Karimjee and Saifi affirmatively plead the defense of waiver. Waiver is the intentional relinquishment of a known right. To the extent Trustees brings claims against Karimjee and Saifi based on alleged conduct or inaction to which Debtors previously consented, Trustees have waived such claims.

202. Karimjee and Saifi affirmatively plead the defense of limitations/repose. The following are the applicable limitations periods and assertions regarding the causes of action asserted by Trustees that purport to involve Karimjee and Saifi:

- Conversion: two years. TEX. CIV. PRAC. & REM. CODE § 16.003. Some of the alleged conduct that serves as the basis for Trustees' civil theft/conversion cause of action occurred more than two years before the date of the filing of the Complaint;
- Unjust enrichment: two years. TEX. CIV. PRAC. & REM. CODE § 16.003. Some of the alleged conduct that serves as the basis for Trustees' unjust enrichment cause of action occurred more than two years before the date of the filing of his Complaint.

203. With regard to Trustees' fraudulent transfer claims, Karimjee and Saifi affirmatively plead the following defenses:

- Neither the factual allegations in the Second Amended Complaint nor the Transfer Charts attached to the Second Amended Complaint assert or make clear that any transfer to Karimjee or Saifi is voidable. Karimjee and Saifi assert that with regard to some of the alleged transfers contained in the Second Amended Complaint, Trustees lack standing/capacity to sue. Pursuant to FED. R. CIV. P. 12(b)(1), Karimjee and Saifi plead that this Court lacks subject matter jurisdiction over any claims involving transfers that did not originate from Debtors. The Bankruptcy Code only allows a trustee to avoid a transfer "of an interest of the debtor in property . . ." See 11 U.S.C. § 548; *In re Jackson*, 105 B.R. 15, 16 (Bankr. S.D. Ohio 1989) ("An essential element in a fraudulent transfer action is that the debtor had an interest in the

property transferred”).

- Karimjee and Saifi assert that some of the fraudulent transfer claims brought by Trustees are barred by limitations/repose a trustee may only avoid a transfer of an interest of Debtors that was made or incurred within two years before the date of the filing of the bankruptcy petition. 11 U.S.C. § 548. Under Texas law, an action for fraudulent transfer is extinguished unless the action is brought within four years after the transfer was made. TEX. BUS. & COM. CODE § 24.010. Moreover, any claims based on any transfers that are not identified with specificity in the Second Amended Complaint are barred by the applicable statute of limitations. Such claims do not relate back under Rule 15 of the Federal Rules of Civil Procedure. Trustees are barred from recovering on any claims or transfers that are barred by limitations.
- Karimjee and Saifi assert that the fraudulent transfer claims made against them under 11 U.S.C. § 548 and applicable state law are barred, in whole or in part, because it is entitled to the protections of 11 U.S.C. § 548(c), 11 U.S.C. § 550(b), and TEX. BUS. & COM. CODE § 24.009(a). At all relevant times, Karimjee and Saifi acted in good faith, gave fair/reasonably equivalent value, and lacked knowledge of the voidability of any of the transfers at issue. *See First Nat’l Bank of Seminole v. Hooper*, 104 S.W.3d 83, 85 (Tex. 2003).
- Karimjee and Saifi assert that the fraudulent transfer claims made against them under 11 U.S.C. § 548 and applicable state law are barred, in whole or in part by 11 U.S.C. § 550(b). Trustees cannot recover from a transferee that took for value (including satisfaction of a present or antecedent debt), in good faith, and without knowledge of the voidability of the transfer. Also, Trustees cannot recover from any immediate or mediate good faith transferee of such transferee. Karimjee and Saifi were not the initial transferee in the transfers at issue in this case. Karimjee and Saifi did not receive any funds from Debtors; the funds received by Karimjee and Saifi were not the property of the bankruptcy estate. Moreover, at all relevant times Karimjee and Saifi took for value, in good faith, and without knowledge of the voidability of the transfer.

204. The following assertions of avoidance or defense may or may not be considered affirmative defenses. In any case, the following assertions of avoidance do not alter the fact that Trustees have the burden of proof with regard to establishing all of the causes of action brought in the Second Amended Complaint, and Karimjee and Saifi do not waive or assume a burden of proof or persuasion on any defense. These avoidances or defenses are in the alternative, and as a

supplement to the other provisions of this answer.

205. Karimjee and Saifi affirmatively plead that each did not have any involvement with Debtors.

206. Karimjee and Saifi affirmatively plead the following in response to Trustee's fraudulent transfer claims under 11 U.S.C. § 548 and applicable state law:

- Karimjee and Saifi assert that the fraudulent transfer claims brought against it under 11 U.S.C. § 548 and applicable state law are barred, in whole or in part, because it lacked the requisite actual intent to hinder, delay, or defraud any entity. *See* 11 U.S.C. § 548(a)(1)(A) and TEX. BUS. & COM. CODE § 24.005(a)(1).
- Karimjee and Saifi assert that the fraudulent transfer claims brought against it under 11 U.S.C. § 548 and applicable state law are barred, in whole or in part, because of the receipt of reasonably equivalent value, including the discharge of an antecedent debt. *See* 11 U.S.C. § 548(a)(1)(B)(i) and TEX. BUS. & COM. CODE § 24.005(a)(2).
- Karimjee and Saifi assert that the fraudulent transfer claims brought against it under 11 U.S.C. § 548 and applicable state law are barred, in whole or in part, because Debtors were not insolvent on the date that transfers were made. Moreover, Debtors did not become insolvent as a result of such transfers. *See* 11 U.S.C. § 548(a)(1)(B)(ii).
- Karimjee and Saifi assert that the fraudulent transfer claims brought against it under 11 U.S.C. § 548 and applicable state law are barred, in whole or in part, because Debtors were not left with unreasonably small capital for the business and transactions with which it was engaged. *See* 11 U.S.C. § 548(a)(1)(B)(ii) and TEX. BUS. & COM. CODE § 24.005(a)(2)(A).
- Karimjee and Saifi assert that the fraudulent transfer claims brought against them under 11 U.S.C. § 548 and applicable state law are barred, in whole or in part, because Debtors did not intend to incur, or believe that they would incur, debts that would be beyond their ability to pay as such debts matured. *See* 11 U.S.C. § 548(a)(1)(B)(ii) and TEX. BUS. & COM. CODE § 24.005(a)(2)(B).
- Subject to and without waiving any of its other defenses, Karimjee and Saifi assert that to the extent Trustees' fraudulent transfer claims are allowed, Karimjee and Saifi are entitled to a lien on the recovered assets equal to the value given to Debtors in exchange for the transfers pursuant to 11 U.S.C. §

548(c) and TEX. BUS. & COM. CODE § 24.009(d)(1)(A).

- Subject to and without waiving any of its other defenses, Karimjee and Saifi assert that to the extent Trustees' fraudulent transfer claims are allowed, Karimjee and Saifi are entitled to a reduction in the amount of its liability for those claims to the extent of the value given to Debtors pursuant to TEX. BUS. & COM. CODE § 24.009(d)(1)(C).

207. The distributions upon which Trustees base their claims against Karimjee and Saifi were not made by Debtors to Karimjee or Saifi.

RESERVATION OF RIGHTS

208. Karimjee and Saifi reserve the right to raise any additional defenses, affirmative defenses, and avoidances that may arise after discovery is conducted.

Prayer

209. Najmuddin Karimjee and Saifi, L.L.C. deny all claims and requests for relief and allegations made in the prayer of the Second Amended Complaint, demand trial by jury, request that the Second Amended Complaint be dismissed, request a take-nothing judgment against the Trustees and in favor of Najmuddin Karimjee and Saifi, L.L.C., and grant all other relief to which they are entitled.

Respectfully submitted,

By: _____
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Southern District of Texas Bar No. 19879
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CERTIFICATE OF SERVICE

This is to certify that a true copy of the foregoing Answer of Najmuddin Karimjee and Saifi, L.L.C. to Trustees' Second Amended Complaint has been served by electronic submission (ECF) to those parties in the Court's system and served by U.S. First Class Mail to the parties not in the Court's ECF system on September 26, 2011.

Notice will be served by ECF to:

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Susan Hardie Jacks
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By ECF
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George R. Gibson

W:\Karimjee, Najmuddin\Answer.wpd

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	§	
	§	
DOUGLAS A. BROWN,	§	CASE NO. 07-36422-H1-7
JULIET HOMES, L.P.,	§	CASE NO. 07-36424-H1-7
JULIET GP, LLC,	§	CASE NO. 07-36426-HI-7
	§	
DEBTORS	§	
JOSEPH M. HILL, TRUSTEE	§	
AND W. STEVE SMITH, TRUSTEE,	§	
	§	
PLAINTIFFS.	§	
	§	
V.	§	ADVERSARY NO. 09-03429
	§	ADVERSARY NO. 09-03441
ALEX ORIA, BERNIE KANE, BINH HO,	§	ADVERSARY NO. 09-03442
BOB SHIRING, BROYD INC. DBA FIRST	§	
TEXAS RESIDENTIAL, C&B	§	
INVESTMENTS INC., CAROLINE	§	
BROWN DBA SORELLA GROUP,	§	
CONNIE BROWN, DAMAZO VIDAL,	§	
DAVID GREENBERG, DON SANDERS,	§	
DON WEIR, ERICA ZEMAITIS BROWN,	§	
FRANK POWELL, GGG HOLDINGS, LP,	§	
GREENBERG & CO., HUE HO, JAMES	§	
COUNCE, JAMES THOMAS, JULIAN	§	
FERTITTA, MALLADI REDDY,	§	
MARQUIS CAPITAL II WESTCOTT, LP	§	
DBA MARQUIS CAPITAL, MARQUIS	§	
CAPITAL II, LLC, MELISSA THOMAS,	§	
MICHAEL ECKLUND, MIR AZIZI,	§	
MUDUGANTI J. REDDY, NADENNE	§	
CALDERON, NAJMUDDIN KARIMJEE,	§	
PINNACLE TITLE COMPANY, LP,	§	
PIRTLE INVESTMENTS, LP, RAJ	§	
RANGWANI, RAVI REDDY, RAY	§	
LINDGREN, RICHARD ROBERT,	§	
ROBERT ODOM, SAIFI, LLC, SANDERS	§	
1998 CHILDREN'S TRUST, SANDERS	§	
OPPORTUNITY FUND, LP, SANJAY	§	
VARMA, SHAWN GOHEEN,	§	
SHREY ASKUMAR PATEL, STEVE	§	

ITTNER, TERRY LUTTRELL, THAI	§
NGUYEN, THEYEN HOANG, THOMAS	§
BOYD, TMCM VENTURES, LP, TODD	§
STONER, TOM PIRTLE, TULLIS	§
THOMAS, VINCENT GALEOTO,	§
WARREN G. KING, WASHINGTON HO,	§
WILLIAM MARSH RESCO I, LP, AND	§
JOANNA GOBER,	§
	§
DEFENDANTS.	§

**ORDER GRANTING UNOPPOSED MOTION FOR LEAVE TO
FILE ANSWERS AFTER DEADLINE**

On September 26, 2011, Najmuddin Karimjee and Saifi, LLC filed their Unopposed Motion for Leave to File Answers after Deadline. After considering the motion, the Court grants leave so that Najmuddin Karimjee and Saifi, LLC may each file an answer within fourteen (14) days of the entry of this Order. Accordingly, it is

ORDERED, ADJUDGED, and DECREED that Najmuddin Karimjee and Saifi, LLC, each, may file an answer within fourteen (14) days of the date of this Order.

SIGNED this the _____ day of _____, 2011.

UNITED STATES BANKRUPTCY JUDGE